

# EXHIBIT K

Page 1

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 -----X  
4 CHEVRON CORPORATION,

5 PLAINTIFF,

6 -against-

Case No.:

11cv0691(LAK)

7 STEVEN DONZIGER, ET AL,

DEFENDANTS.

-----X

8  
9 DATE: April 18, 2019

10 TIME: 11:11 A.M.

11  
12 VIDEOTAPED TELECONFERENCED DEPOSITION  
13 of AARON MARR PAGE, taken on behalf of the  
14 Plaintiff, held at the offices of Meardon,  
15 Sueppel & Downer, 122 South Linn Street,  
16 Iowa City, Iowa 52240, before Randy R.  
17 Dunn, RPR, CRR, CCR MO #193.

1 A P P E A R A N C E S:

2  
3  
4 GIBSON, DUNN & CRUTCHER, LLP  
5 Attorneys for the Plaintiff  
6 200 Park Avenue, 47th Floor  
7 New York, New York 10166  
8 BY: ANNE CHAMPION, ESQ.

9 -and-  
10 SHANE BAUMGARDNER, ESQ.  
11 (212) 351-4000  
12

13 STERN, KILCULLEN & RUFOLOL  
14 Attorneys for the Plaintiff  
15 325 Columbia Turnpike, Suite 110  
16 Florham Park, New Jersey 07932  
17 BY: JOEL SILVERSTEIN, ESQ.

18 -and-  
19 MICHAEL DINGER, ESQ.  
20 (973) 535-1900  
21 (Via teleconference)

22 LAW OFFICE OF STEVEN R. DONZIGER  
23 Attorneys for the Defendants  
24 245 West 104th Street, #7D  
25 New York, New York 10025  
BY: STEVEN DONZIGER, ESQ.  
Sdonziger@gmail.com  
(Via teleconference)

ALSO PRESENT:  
Tim Perry, Videographer

\* \* \*

1     that letter. Tell me about those  
2     conversations. Who did you talk about it  
3     with, Ms. Sullivan directly or her lawyer?

4             A. I only talked to her lawyer.

5             Q. Okay. So what was said in  
6     those conversations that led to that money  
7     being transferred to you?

8             A. I mean, a lot of different  
9     things were said. I mean, I don't know --  
10    it was primarily directed by -- by Mr.  
11    Libby. She recognized that these were  
12    funds she -- they weren't her funds, she  
13    was holding them for the FDA and was trying  
14    to figure out what to do with them and they  
15    -- you know, and so --

16            Q. You transferred the money  
17    directly to Mr. Donziger so why wasn't the  
18    money just transferred directly to him?

19            A. Yeah, I mean, some of that is  
20    laid out in the -- in the memos surrounding  
21    it. Um, that was a preference of Mr.  
22    Libby. Certainly, I think our view is that  
23    it would have more naturally gone directly  
24    to Mr. Donziger, and, you know, and I --

25            Q. So you asked him to send it

1 directly to Mr. Donziger and he refused?

2 A. Something like that. I mean,  
3 he indicated a strong preference to send it  
4 to me.

5 Q. And is that because he believed  
6 that transferring the money to Mr. Donziger  
7 would violate the RICO injunction?

8 A. He never explained his  
9 thinking. I mean, I think he was new on  
10 the case. He knew -- I think he was just  
11 feeling around, trying to find a way that  
12 seemed the most cautious way to do what he  
13 wanted, which was to -- get the documents  
14 out of her hands, in a sense and, you know,  
15 get the money out of her hands. She wanted  
16 to withdraw, she wanted to get out of the  
17 case, and he was trying to help her  
18 accomplish that.

19 Q. Did you tell him that you would  
20 be transferring the money directly back to  
21 Mr. Donziger?

22 A. I'm not sure if I did. I  
23 suspect he didn't ask.

24 Q. But you and Mr. Donziger had an  
25 agreement to that effect; isn't that

1 correct?

2 A. Uh, yes, yeah. I mean, we -- I  
3 -- we recognize that it was silly that they  
4 were kind of coming to me because he's the  
5 primary representative of the FDA, so if  
6 FDA funds need to be returned, they ought  
7 be returned to him.

8 This particular individual, Mr.  
9 Libby, he was just -- he was flustered by a  
10 lot of this, didn't understand a lot of  
11 this. He preferred to proceed as this and  
12 for us, it was easier to say fine, do as  
13 you wish and, you know, we'll, you know, we  
14 will proceed once the funds are transferred  
15 and the boxes were off, he was as out of it  
16 as he could be.

17 Q. So isn't it true that you also  
18 paid yourself \$50,000 out of those funds,  
19 or rather, you transferred them to Mr.  
20 Donziger and then he transferred 50,000  
21 back to you?

22 A. Yes. So they were FDA funds  
23 and, you know, Steven had authority to  
24 spend those funds and we agreed that was a  
25 good time to pay me a retainer.

1 Q. Why wasn't that -- you had been  
2 paid other retainer payments by -- by Ms.  
3 Sullivan; isn't that correct?

4 A. Mm-hmm.

5 Q. So why -- why weren't your  
6 retainer payments paid before that time?  
7 Why at this time that you transferred the  
8 money to Mr. Donziger were you suddenly  
9 given \$50,000?

10 A. Well, we moved from -- we moved  
11 to a retainer model. You know, I don't --  
12 I think -- Yeah, right, there was -- I  
13 guess I'm not really sure. I would always  
14 like to be paid retainers in advance. It  
15 is a preference, and I never get -- really  
16 get that privilege. But um, that was  
17 available at that time and, um, you know,  
18 all these subpoenas had just been served.  
19 It was clear there was going to be a lot of  
20 activity, a lot of need for legal work, and  
21 it seemed an appropriate time to pay a  
22 retainer.

23 Q. So was it being paid for work  
24 done in the past or for work that you were  
25 going to do in the future?

1           A.       So that was like I think the  
2       one time in 15 years that, yeah, I was  
3       actually paid for work that I actually had  
4       to hold it on retainer for work to be done  
5       in the future. All the other payments I've  
6       received have been for work performed.

7           Q.       Were you -- were you concerned  
8       that funds would be frozen and you wouldn't  
9       be able to be paid?

10          A.       Uh, yeah, maybe. I mean, I'm  
11       not sure if that's -- I don't know if we  
12       thought through what that mechanism was  
13       but, I mean, yeah, there is -- we were  
14       concerned about -- yeah, I don't know. I  
15       mean, I know that I primarily wanted --  
16       would prefer to have a retainer at all  
17       times and that was available at this time,  
18       and so it happened. I don't know what -- I  
19       don't think we had any specific  
20       understanding of what, you know, what  
21       issues were faced there.

22          Q.       Um, how did the letter that you  
23       sent to Mr. Libby on May 2nd, 2018 come to  
24       be? Did he ask you to write this letter?

25          A.       Um, let's see. Is this the one



1 Q. I will introduce as Exhibit  
2 5637, TD Bank 0000659 through 661. So  
3 that's a TD Bank statement for Steven  
4 Donziger. It shows a credit on May 10th of  
5 342,045.16. Do you see that?

6 A. Mm-hmm.

7 Q. That's \$900 less than the  
8 check; is that correct? Do you know why  
9 that would be?

10 A. Yeah, I don't understand that.

11 Q. How did you send the money to  
12 Mr. Donziger?

13 A. Wire.

14 Q. Is it the wire transfer fee?

15 A. Of 900? Wait a minute. No,  
16 no, no. Wait hold on. No, we're going the  
17 wrong way. No \$100, right? So 341.

18 Q. Oh, I see what you're saying.

19 A. Yeah, yeah.

20 Q. Yeah, you're right.

21 A. These two checks. You add the

22 --

23 Q. You're right. They're actually  
24 right. It's right. Thank you. It's  
25 getting a little late.

1                   So then on 5/10 he immediately  
2 transferred back to you \$50,000. Do you  
3 see that?

4           A.       Yeah.

5           Q.       Did you provide an invoice for  
6 that amount?

7           A.       It was a retainer.

8           Q.       Um, but you had provided -- you  
9 had provided invoices to Ms. Sullivan for  
10 various retainer payments; isn't that  
11 correct?

12          A.       Yeah. There were some  
13 outstanding invoices that I think I  
14 probably then deducted from the retainer  
15 fairly promptly.

16          Q.       But you didn't provide any  
17 retainer -- an invoice for this retainer  
18 payment?

19          A.       No. Well, maybe.

20          Q.       You testified earlier that you  
21 weren't normally paid retainers in advance.  
22 Is this the first time you were paid a  
23 retainer in advance?

24          A.       Yeah, tragic.

25          Q.       There's some other wire

1 transfers there, \$11,820 to Frente. Why is  
2 Mr. Donziger transferring money to the  
3 Frente?

4 A. Well, I mean, this is -- we go  
5 back to whatever the agreement is. I think  
6 the agreement gives him authority -- you  
7 know, I don't even know if I have that  
8 agreement. But it gives, presumably -- no.  
9 That agreement gives him authority to  
10 disburse funds, right, and so that's what  
11 he's doing here.

12 Q. Do lawyers normally pay their  
13 clients, though?

14 A. Let's see.

15 Q. Do you ever pay your clients?

16 A. This is obviously -- the Frente  
17 is not providing funds for representation,  
18 so are there -- is it normal for a  
19 litigation finance situation where the  
20 lawyer is receiving fund from financiers to  
21 then provide funds to -- fairly modest  
22 funds to the client? I feel like that has  
23 been done before. I don't know exactly  
24 what that was for.

25 Q. Do you know how much money Mr.

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# C E R T I F I C A T E


STATE OF MISSOURI               )  
  :  
COUNTY OF ST. LOUIS             ) : SS.:

I, RANDY R. DUNN, a Notary Public for  
and within the State of Missouri, do hereby  
certify:

That the witness whose examination is hereinbefore set forth was duly sworn and that such examination is a true record of the testimony given by that witness.

I further certify that I am not related to any of the parties to this action by blood or by marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 26th day of April 2019.



RANDY R. DUNN, RPR, CRR, CCR No. 193